

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

SHARPER IMPRESSIONS PAINTING CO, :
: Plaintiff, : Case No. 2:22-cv-02245
: v. : Judge Algenon L. Marbley
MICHAEL THIEDE, et al : Magistrate Judge Chelsey M. Vascura
: Defendants. :

**PLAINTIFF'S MOTION TO ENFORCE AGREED PERMANENT INJUNCTION AND
FINAL JUDGMENT ENTRY AND CONTEMPT OF COURT
AND REQUEST FOR SANCTIONS**

EXHIBIT D

RON DEBRANSKI II

Business ◇ Family ◇ Property

**DEBRANSKI &
ASSOCIATES, LLC**

Personal Injury ◇ Wills & Trust

March 17, 2022
Via Email and Regular Mail

Charles R. Dyaz, Jr., Esq.
PO Box 991
Marysville, OH 43040
cdyaz@cdyaslaw.com

Re: Michael Thiede v. Sharper Impressions Painting Co., and
Sharper Impressions Painting of Atlanta, LLC
US District Court for the Northern District of Georgia
Atlanta Division Case No. 2:21CV2245

Dear Charles,

I am in receipt of your letter dated May 20, 2022. My understanding is that you claim that Mr. Thiede is barred from bringing this action due to the Settlement Agreement and Mutual Release in US District Court Case No. 2:21-cv-02245 in the Southern District of Ohio.

Please be advised that we disagree with your analysis. The instant action against your clients in the Northern District of Georgia relate to actions your client took subsequent to your case. It is my understanding that your case was finalized on January 25, 2022.

However, your client then proceeded to send out thousands of mailers with Mr. Thiede's likeness on them attempting to trade on his goodwill. Obviously you did not have Mr. Thiede's permission to do so. Your clients mailed the advertisements in March 2022 and April 2022. The facts could not be more clear. I am in the process of gathering affidavits of multiple mailer recipients but will include one herein.

I understand your argument to be based on the doctrine of res judicata or collateral estoppel. In Ohio, res judicata involves both claim preclusion (historically called estoppel by judgment in Ohio) and issue preclusion (traditionally known as collateral estoppel). Grava v. Parkman Twp., 73 Ohio St.3d 379, 381, 653 N.E.2d 226 (1995). "A valid, final

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judgment rendered upon the merits bars all subsequent actions based upon any claim arising out of the transaction or occurrence that was the subject matter of the previous action."

However, as discussed in Roth v. Glueck, 2012-Ohio-4407, September 28, 2012, the claims in this lawsuit could not have been brought as claims in the first lawsuit because the conduct at issue had not even occurred before the Order was entered. They did not arise out of the same transaction or occurrence as the claims brought in the first lawsuit because they did not have a common nucleus of operative facts. Thus, Mr. Thiede's claims are valid in the instant action. As requested, please provide the service waivers. Further, should you attempt to file a contempt action related to this suit, please be advised that Mr. Thiede will seek sanctions. I remain

Very truly yours,



Ronald F. Debranski II
State Bar No. 970355
Direct Dial 770-926-1957 x 306
Email: Ron@Debranski.com

rfd/ss
encl

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

MICHAEL THIEDE,

Plaintiff,

vs.

**SHARPER IMPRESSIONS PAINTING
CO., and SHARPER IMPRESSIONS
PAINTING OF ATLANTA, LLC,**

Defendants.

CIVIL ACTION FILE
NO. 1:22-CV-01838

AFFIDAVIT OF DERREK DENARD

1.

My name is **DERREK DENARD**.

2.

I am above the age of eighteen, legally competent to contract, and testify from personal knowledge regarding the facts and circumstances in this matter.

3.

I am familiar with **MICHAEL THIEDE**.

4.

On March 17, 2022, I received a flier from Sharper Image Impressions with Michael Thiede's picture on the advertisement.

Thiede.Denard Affidavit Page 2

Further Affiant Sayeth Not.

This 25th day of May, 2022.

Sworn to and subscribed
before me this 25th day of
May, 2022.



DERREK DENARD



Notary Public

